

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Lester Pearson,

Plaintiff,

– against –

Cynthia Brann, NYC Dept. of Corr. Commissioner; Patsy
Yang, Health Dir. Comm.; Margaret Egan, Board of Corr.
Exec. Dir.,

Defendant.

**STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL
WITH PREJUDICE
PURSUANT TO RULE
41(a)(1)(A)(ii)**

20 CV 9482 (VSB) (SDA)

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WHEREAS Plaintiff commenced this action against Defendants Cynthia Brann,
Patricia “Patsy” Yang, and Margaret Egan (collectively, “Defendants”) on or about November 9,
2020;

WHEREAS Defendants deny any and all liability arising out of Plaintiff’s
allegations in this action; and

WHEREAS the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the Parties, through the undersigned, as follows:

In consideration of payment of the sum set forth in paragraph “2” below, this
action is hereby dismissed with prejudice pursuant to Rule 41(a)(1)(A)(ii), without fees,
costs, or expenses in excess of the amount specified in paragraph “2”.

1. The City of New York shall pay six hundred dollars and zero cents
(\$600.00) in full satisfaction of all claims in the instant action, including all claims for attorneys’
fees, costs, and expenses, incurred or accrued in the instant federal action.

Payment of the amount specified in paragraph “2” will be made by check payable

to "Lester Pearson," and mailed to Plaintiff's attorney, David Broderick,

David J. Broderick, P.C., 70-20 Austin Street, Suite 111, Forest Hills, NY 11375.

In consideration of the payment of the amount specified in paragraph "2," Plaintiff agrees to the dismissal of all claims against Defendants, and to hereby release and discharge Defendants and the City of New York, and their successors and assigns, and all past and present officials, employees, departments, agencies, representatives, directors, and agents of the City of New York from any and all liability, claims, and/or rights of action from the beginning of the world to the date of execution of the Release in this action, whether known or unknown, that Plaintiff raised or could have raised in the Complaint, based upon or relating to the transactions, events, or occurrences alleged in this action, including claims for costs, expenses, and attorneys' fees.

Upon execution of this Stipulation and Order, Plaintiff shall execute a Release based upon the terms of paragraphs "2" through "4" above , and complete both an Affidavit Concerning Liens and a substitute W-9 form, and promptly provide the Release, Affidavit Concerning Liens, and substitute W-9 form to Defendants' undersigned counsel.

Payment of the amount specified in paragraph "2" is conditioned upon delivery of all documents reasonably necessary to effectuate this Stipulation and Order as described in paragraph "5".

Nothing contained herein shall be deemed to be an admission by Defendants that they have in any manner or way violated either Plaintiff's rights or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, or regulations of the United States, the State of New York, the City of New York or any other rule, regulation, or bylaw of any department or subdivision of the City of New York.

Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

This Stipulation and Order shall not be admissible in, nor is it related to, any other litigation, proceeding, or settlement negotiation, except as may be necessary to enforce its terms.


This Stipulation and Order contains all of the terms and conditions agreed upon by the Parties, and no oral agreement entered into at any time, nor any written agreement entered into prior to the execution of this Stipulation and Order, regarding the subject matter of the instant proceeding shall be deemed to exist, to bind the Parties hereto, or to vary the terms and conditions contained herein.

The Stipulation and Order is final and binding on all Parties, as well as their successors and assigns.


This document may be executed in subparts, and, whether or not it is executed in subparts, a signature received by facsimile or electronic mail shall have the same force and effect as an original signature.

Dated: New York, New York
Nov. 30, 2022

David Broderick
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By: 
David Broderick, Esq.

Hon. Sylvia O. Hinds-Radix
Corporation Counsel of the City of New York
Attorney for Defendant
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By: 
Sharon Sprayregen
Assistant Corporation Counsel

SO ORDERED:

A handwritten signature in black ink, reading "Vernon Broderick". The signature is written in a cursive style with a large, stylized "V" and "B".

HON. VERNON S. BRODERICK
UNITED STATES DISTRICT JUDGE
12/1/2022